reached in *Thompson* v. *English* and the decisions following the law there announced. In assuming that it was necessary to add something to the description contained in the contract, in order to make it complete, the case seems to proceed on a wrong conception of the question involved. Parol evidence may be resorted to for purpose of identifying the description contained in the writing with its location upon the ground, but not for the purpose of ascertaining and locating the land about which the parties negotiated and supplying a description thereof which they omitted from the writing. *Thompson* v. *English* (*supra*). In *Guyer* v. *Warren,* 175 Ill. 328, a description of the property in an option contract as our farm in Le Claires Reserve, Rock Island County, was held sufficient within the rule that "that is certain which can be made certain from the words employed." The description in *Guyer* v. *Warren* (*supra*) is no more definite on its face than the description in the principal case, the rule laid down in the one is the same in substance as the rule laid down in the other, and yet an entirely opposite conclusion was reached as to the effect of the writing. Such a difference can be explained only on the theory that the maxim "that is certain which can be made more certain" is not applicable to cases of this character. The doctrine of the principal case is followed only in Washington. The rule of *Guyer* v. *Warren* (*supra*) finds support in many states. See *Sanchez* v. *Yorba,* 8 Cal. App. 490; *Hurley* v. *Brown,* 98 *Mass.* 545; *Hodges* v. *Kowing,* 58 Conn. 12; *Mead* v. *Parker,* 115 Mass. 413; *Robeson* v. *Hornbaker,* 3 N. J. Eq. 60.

CARRIERS OF PASSENGERS—CREATION OF THE RELATION.—Plaintiff's husband being sick, she desired to go to a nearby town where she could arrange to send him to a hospital. The fast train of the defendant did not ordinarily stop. The ticket agent wired the facts to the division superintendent who gave orders for the train to stop, but it failed to do so. In an action for damages, *held,* that the relation of passenger and carrier has been created, *Fenton et ux.* v. *Chicago, M. & St. P. Ry. Co.,* (Wash. 1918), 169 Pac. 863.

Defendant claimed that it owed no public duty to stop its train and that its promise to do so was a mere gratuity which did not create the relation of passenger and carrier. The court held that on whatever terms the common carrier receives and carries a person the relation of carrier and passenger exists, citing *Walther* v. *Southern Pac. Co.* 150 Cal. 769. The essentials of the relation are an offer by the person to become a passenger and the acceptance of such person, either expressly or impliedly, as a passenger, *Illinois Cent. Ry. Co.* v. *O'Keefe,* 168 Ill. 115; *Webster* v. *Fitchburg Ry. Co.,* 161 Mass. 298; GODDARD, BAILMENTS AND CARRIERS, 145; HUTCHINSON ON CARRIERS, (3rd Ed.), 1148. A common carrier of passengers is bound to accept all persons who properly present themselves, but may accept persons as passengers when it is not bound to do so, and when it does so accept them the relation is established, *Peason* v. *Duane,* 4 Wall (U. S.) 605; *Hannibal &c Ry. Co.* v. *Swift,* 12 Wall (U. S.) 262. So where the carrier ran a stage coach to the depot, one taking passage thereon to the depot was a passenger though he had not as yet bought a ticket. *Buffett* v. *Troy & B. Ry. Co.,* 40 N. Y. 168. Passive acquiescence in allowing persons to get on at unusual

and dangerous places does not make one standing in such place a passenger, *Youngerman* v. *New York, N. H. & H. Ry. Co.*, 223 Mass. 29. But one who gets on a train at an unusual place will be deemed a passenger after safely entering the car, *Dewire* v. *Boston & M. Ry.*, 148 Mass 343. It is not within the authority of all agents to accept as passengers persons who present themselves. The permission of the engineer will not make one a passenger, *Grimshaw* v. *Lake Shore & M. S. Ry.*, 205 N. Y. 371, nor of the baggage man, *Reary* v. *Louisville, N. O. & T. Ry.*, 40 La. Ann. 32, nor of the brakeman, *Candiff* v. *Louisville, N. O. & T. Ry.*, 42 La. Ann. 477. A yardmaster, not acting in the course of employment, cannot accept persons as passengers, *Chi. St. P. &c. Ry.* v. *Bryant*, 65 Fed. 969. In the absence of a rule of practice to the contrary the freight conductor is not entitled to accept persons for carriage, *A. T. & S. F. Ry.* v. *Johnson*, 3 Okl. 41; *Bergan* v. *Cent. Ver. Ry. Co.*, 82 Conn. 574; *Neice* v. *Chi. & A. R. R. Co.*, 254 Ill. 595. But if an emergency arises, he may do so, *Vandalia R. Co.* v. *Darby*, 60 Ind. App. 294. It is within the apparent authority of passenger conductors to accept persons as passengers, *Fitzgibbon* v. *Chi. & N. W. Ry. Co.*, 108 Ia. 614; *Mo. K. & T. Ry.* v. *Pope*, (Tex. Civ. App., 1912), 149 S. W. 1185. The ticket agent has authority to make a contract for carriage, *Kan. Pac. Co.* v. *Kessler*, 18 Kan. 523; *Houston. E. & W. T. Ry. Co.* v. *Jackson*, (Tex. Civ. App., 1901), 61 S. W. 440. Where the president of one road was riding in the engine on the invitation of the president of the defendant road, the relation was created, *The Phil. & R .Ry. Co.* v. *Derby*, 14 Howard 468. The instant case holds that the division superintendent may create the relation of passenger and carrier by special contract.

CHARITIES—PURPOSES OF GIFT—ERECTION OF MEMORIAL.—A testator bequeathed his residuary estate to his executor to be devoted to the construction of an ornamental arch or gate with some suitable or simple inscription thereon, as a memorial to his wife and himself, at some suitable part of Civic Center, a park of Denver, Col., designed for public convenience and to promote civic beauty and civic pride. *Held*, that the will created a valid charitable trust. *Haggin* v. *International Trust Co.* (Col. 1917), 169 Pac. 138.

According to the general rule, the existence of a definite beneficiary, capable of enforcing its execution, is indispensable to the creation of a valid trust. *Morice* v. *Bishop of Durham*, 10 Ves. 521; *Adye* v. *Smith*, 44 Conn. 60; *Nichols* v. *Allen*, 130 Mass. 211; *Little* v. *Willford*, 31 Minn. 173; *Holland* v. *Alcock*, 108 N. Y. 312; *Stonestreet* v. *Doyle*, 75 Va. 356. To this general rule there are at least two well defined exceptions,—charities and monuments. See 5 HARV. L. REV. 389 and 15 HARV. L. REV. 509. It may be assumed that the trust in the instant case would have been good as a charity, if it had provided merely for the erection of an ornamental arch or monument in a public park. The question then is whether the trust is any less a charity because of the provision in the will for the inscription of the names of the testator and his wife as the donors. To hold that such provision prevented the trust from being a charity would mean that the motives of the testator should be determinative of whether or not a charity were created, for certainly the monu-